

MAIL TO:

STATE OF UTAH
 DIVISION OF PURCHASING
 3150 STATE OFFICE BUILDING, CAPITOL HILL
 P.O. BOX 141061
 SALT LAKE CITY, UTAH 84114-1061
 TELEPHONE (801) 538-3026
<http://purchasing.utah.gov>

Invitation to BidSolicitation Number: **BV5909**Due Date: **03/30/05 at 2:00 P.M.**

Date Sent: March 16, 2005

Statewide ContractGoods and services to be purchased: **STATE CONTRACT FOR MARKER BOARDS AND TACK BOARDS****Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)	Email Address	
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)		Days Required for Delivery After Receipt of Order (see attached for any required minimums)	
Brand/Trade Name		Price Guarantee Period (see attached specifications for any required minimums)	
Minimum Order		Company's Internet Web Address	
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes _____ No _____. If no, enter where produced, etc. _____</p>			
Offeror's Authorized Representative's Signature		Print or type name and title	Date
State of Utah Division of Purchasing Approval Douglas G. Richins, Director		Date	Contract Number

STATE OF UTAH
DIVISION OF PURCHASING

Invitation to Bid

Solicitation Number: BV5909

Due Date: 03/30/05

Vendor Name:

Description
STATE CONTRACT FOR MARKER BOARDS AND TACK BOARDS, PER THE ATTACHED SPECIFICATIONS AND TERMS AND CONDITIONS. PRICING MUST BE ENTERED ON ATTACHMENT C "BID SHEET".
QUESTIONS ON SPECIFICATIONS AND PURCHASING PROCESS CALL BRENDA VELDEVERE AT (801) 538-3142. COMMODITY CODE: 78515

INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

1. BID PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as specified. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the vendor lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) By signing the bid the vendor certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.

2. SUBMITTING THE BID: (a) The bid must be signed in ink, sealed in a properly addressed envelope, and delivered to the DIVISION OF PURCHASING (DIVISION), 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) **Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination with all transportation and handling charges paid by the Contractor, unless otherwise specified by the DIVISION.

3. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

4. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not to be considered proprietary. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the state.

5. SAMPLES: Samples of item(s) specified in this bid, when required by DIVISION, must to be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, to be returned at the bidder's expense.

6. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

7. DIVISION APPROVAL: Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not to be legally binding without the written approval of the director of the DIVISION.

8. AWARD OF CONTRACT: (a) the contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. the name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. the DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

9. ANTI-DISCRIMINATION ACT: The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

11. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

12. GOVERNING LAWS AND REGULATIONS: All state purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Regulations as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.utah.gov.

(Revision 1 Mar 2005 - ITB Instructions)

White Boards and Tack Boards

Purpose

The purpose of this invitation to bid is to establish a state contract for White Marker boards and Tack boards for to be used by school districts, universities, state agencies or any other public entities.

Procurement Manager

The procurement and subsequent contract manager will be Brenda Veldevere. Questions regarding this solicitation can be directed to her at: bvelevere@utah.gov or by voice at (801) 538-3142.

Website

The purchasing web site www.purchasing.utah.gov provides information relating to this solicitation to include; bid documents, addenda to original solicitation, subsequent bid tabulations and award information. Bidder should always check to see if an addenda to this solicitation has been issued.

Bid Submission Requirements

Two (2) hard copies of the bid is due Wednesday _____ by 2:p.m., and must be received at the following location:

State of Utah
Division of Purchasing & General Services
Room 3150, State Office Building, Capitol Hill
Salt Lake City UT 84114-1061

If you plan to hand deliver your bid, please note that due to construction of Capitol Hill, it is difficult to get into the building and into the purchasing office. You will need to park on the west side of the State Office Building and enter the building on the south side. You will need to bring picture identification. Please allow sufficient time.

Bid must be sealed and labeled on the outside of the package to clearly indicate the bid number, due date and time.

Bidders may submit bid any time prior to the above stated deadline. The formal bid opening will be held in the Division of Purchasing conference room and 2:00 p.m. All bidders are invited to attend, but attendance is not mandatory

Contact Term

The contract term is two (2) years. Contracts are renewable, at the discretion of the state, on an annual basis, up to a maximum of three (3) total renewal years. Contract term, if all renewal options are exercised, would be 5 years.

Price Guarantee and Price Reductions

All pricing must be guaranteed for one year. Requests for price adjustments must be with 30 days prior notice in writing to the contract manager. Price adjustment requests must include supporting documentation and must be approved by the State Director of Purchasing.

Price reductions due to promotions, cost reductions, etc. must be passed onto the state immediately and will be handled by addenda to the contract.

Delivery & Freight

Contractor will be obliged to deliver anywhere in the state at the prices indicated under FOB destination. However, almost all of the business will be along the Wasatch Front with the larger school districts.

Contractor shall be able to provide product within 6 weeks after receiving order.

Mandatory usage report requirement

One of the primary goals in administering this contract is to keep accurate records regarding its actual value. Consequently, the contractor will be required to provide quarterly usage reports to the Division of Purchasing via electronic format to the salesreports@utah.gov. The template for your report will be sent to you electronically.

Deadlines for report submittals are as follows:

Quarter #1: July 1st through September 30th, due by October 30th.

Quarter #2: October 1st through December 31st, due by January 30th.

Quarter #3: January 1st through March 31st, due by April 30th.

Quarter #4 April 1st through June 30th, due by July 31st.

Bidders shall identify below the name of the individual responsible for the preparation of the mandatory usage reports:

Name: _____ Phone: _____ Fax: _____

Mailing address: _____

Email Address: _____

Historical Usage Data

This is a new contract and therefore no usage data is available. However, this solicitation is at the request of several large school districts that have been purchasing a substantial number of these items.

General Marker Board Specifications

1. Delivery, storage, and handling will comply with manufacturer's instructions for handling and storage of Visual Display Boards.
2. Submit manufacturer's warranty which should be "life of building, 50 year, or life time warranty. Warranty shall cover replacement of defective Porcelain-on-steel Marker Boards due to discoloration, excessive fading of color, crazing, cracking or flaking. Warranty does not cover the cost of removal or reinstallation.
3. Installation will comply with manufactures installation instructions.

Marker Board Specifications

Complete white Porcelain-on-Steel Marker Boards

1. Will have a Porcelain Enamel writing surface which is bonded to a steel sub straight backing of at least 28 gauge steel.
2. The Porcelain steel surface will be bonded to 1/2" commercial high density particle board which will have a .005 inch aluminum foil moisture retardant backing.
3. Will have a heavy duty satin finish aluminum frame to include 2 3/4 continuous chalk/pen tray and 1" continuous map rail with insert. (Metal trim and accessories will be 6063 aluminum alloy with a T5 temper or equivalent.)
4. Map rail will include natural cork or equivalent insert with the following: 1. One set of end stops; 2. One map hook for every 2' of map rail; 3. On pair of roller brackets per map rail

Laminated Porcelain-on-steel Panels

1. Will have a Porcelain Enamel writing surface which is bonded to a steel sub straight backing of at least 28 gauge steel.

2. The porcelain steel surface will be bonded to ½” commercial high density particle board which will have a .005 inch aluminum foil moisture retardant backing.
3. Will not include aluminum frame, pen tray, or map rail.

Tack Board Specifications

1. Vinyl face sheets will be type II self-healing, weighing not less than 21 ounces per lineal yard.
2. Vinyl shall be a harbor weave and shall be washable and mildew resistant.
3. The core material will be ¼ inch natural cork underlayment adhered to ¼ inch hardboard.
4. The metal trim will be 6063 aluminum alloy with a T5 temper.
5. The frame will be a clear satin anodized finish with a 1 inch face snap-in accent trim.

Bid Sheet **Marker boards**

Markerboards with map rail, trim, and tray-all 48” High

Size	1-15		16-50		50+	
	Origin	Destination	Origin	Destination	Origin	Destination
3' MB						
4' MB						
5' MB						
6' MB						
8' MB						
10' MB						
12' MB						
16 MB						

Markerboards Panels **only**-all 48” High

Size	1-15		16-50		50+	
	Origin	Destination	Origin	Destination	Origin	Destination
3' MB						
4' MB						
5' MB						
6' MB						
8' MB						
10' MB						
12' MB						
16'MB						

Minimum Crating Charge (Orders under 1,000 square feet)

Size	Min Crate	Over 1,000 square feet	Max Capacity per Crate
3'			
4'			
5'			
6'			
8'			
10'			
12'			
16'			

List colors other than white that are available for the prices listed in bid. _____

Tack Boards

Tack Boards complete with trim-all 48" High

Size	1-15		16-50		50+	
	Origin	Destination	Origin	Destination	Origin	Destination
3' MB						
4' MB						
5' MB						
6' MB						
8' MB						
10' MB						
12' MB						
16 MB						

Tack Boards Panels **only**-all 48" High

Size	1-15		16-50		50+	
	Origin	Destination	Origin	Destination	Origin	Destination
3' MB						
4' MB						
5' MB						
6' MB						
8' MB						
10' MB						
12' MB						
16 MB						

Minimum Crating Charge (Orders under 1,000 square feet)

Size	Min Crate	Over 1,000 square feet	Max Capacity per Crate
3'			
4'			
5'			
6'			
8'			
10'			
12'			
16'			